बिड संख्या/Bid Number: GEM/2026/B/7763720
दिनांक /Dated: 30-07-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-08-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-08-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम/Office Name	***********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :mdl-nodal-gem@mazdock.com Buyer Email id: sadeore@mazdock.com
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Design & Development of DC circuit Breakers for submarine
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PROCUREMENT OF DC BREAKER 2000A, 800VDC
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Circuit Breakers for DC Operation, Moulded Case Circuit Breakers (MCCB) Conforming To IS/IEC 60947 (Part 2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Circuit Breakers for DC Operation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	Yes
रिवर्स नीलामी योग्यता नियम/**RA Qualification Rule**	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/**ITC available to buyer**	Yes
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
Payment Timelines	Payments shall be made to the Seller within **15** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	300000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

GM(M)
Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400010
(H R Singh)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
6. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

Design & Development Of DC Circuit Breakers For Submarine (1 set)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	***********	***********Mumbai	1	365

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	PQC View	Pre qualification criteria	Design & Development Of DC Circuit Breakers For Submarine(1)
2	SOW View	Scope of work	Design & Development Of DC Circuit Breakers For Submarine(1)
3	Financial Document View	Financial Document	Design & Development Of DC Circuit Breakers For Submarine(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

a. Copy of PAN Card.

b. Copy of GSTIN.

c. Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

2. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   Mazagon Dock Shipbuilders Ltd
   Dockyard Road, Mumbai 40001
   MDL Anik Chembur
   Mahul Road
   Near Vengsarkar Academy, Mumbai - 400074 Maharashtra. Maharashtra.
   .

3. **Generic**

   Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

4. **Generic**

   Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

5. **Generic**

   The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

   PRICES SHOULD BE INCLUSIVE OF ALL
   .

6. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

7. **Certificates**

   The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

8. **Warranty**

   Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

9. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

MAZAGON DOCK SHIPBUILDERS LIMITED
Account No.
11079519138
IFSC Code
SBIN0006070
Bank Name
State Bank Of India
Branch address
State Bank Of india, Commercial Branch, Fort, Mumbai 400023
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

MAZAGON DOCK SHIPBUILDERS LIMITED
Account No.
11079519138
IFSC Code
SBIN0006070
Bank Name
State Bank Of India
Branch address
State Bank Of india, Commercial Branch, Fort, Mumbai 400023
. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

1) Pre-Qualification Criteria - Refer Annexure attached at Buyer uploaded ATC document.

2) Ranking Criteria - Bidder has to clearly indicate the MDL cost share and bidders share in percentage.

a) Price quoted by the bidder shall be done in following manner:

A - Total project cost (Incl taxes)

B - MDL share in percentage

(To be quoted by the bidder less than or equal to 70%)

C = A x B% - Cost to MDL (Incl Taxes)

D = A - C - Cost to Bidder (Incl Taxes)

E – GST% to be indicated by the bidder

BIDDER SHALL QUOTE THE PRICE AS ‘C’ and GST % ‘E’ on GeM Porta

b) The price "C" (after set of ITC(Input Tax Credit)) shall define the status of L1 during ranking. Cost to bidd er "D" shall not be indicated while quoting the price in the bid however, cost to bidder "D" shall be uploade d in a ".pdf" format under "Financial Documents Required" tab. (Refer Enclosure-6 for format of "Financial Documents Required")

c) Total Project Cost (A)= Cost to MDL (C) + Cost to Bidder (D)

d) Bidder shall note that they have to mention the Cost to MDL (C) and GST %(E) on GeM Portal and Cost t o Bidder (D) on separate document in .pdf format which shall be uploaded under "Financial Documents Re quired" tab

e) Bidders shall note that in case the Cost to Bidder (D) is not uploaded under "Financial Documents Requir ed" tab, their bid shall be considered as incomplete and ambiguous. Such bids shall be construed as the q uoted price is 100% of MDL cost and shall be rejected by MDL. No further request / representation in this r egard shall be entertained by MDL

f) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any respon sibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is low er), subject to the maximum of quoted GST %.

g) The tax percentage (GST & CESS as applicable) quoted by the bidder shall be considered for ITC based r anking. Ranking shall be done excluding taxes i.e., post consideration of ITC. While quoting bidder to verif y and ensure that the GeM calculated post ITC price is same as per bidders calculated basic price of the co st to MDL.

h) The lowest quote will be calculated based on MDL cost towards the project (after set of ITC). The MDL c ost towards the project arrives (after set of ITC) = (Total cost of the project (after set of ITC) x MDL percent age share of the project). The lowest quoted bidder as per above method shall be awarded the contract."

i) If multiple bidders quote the same MDL cost share towards the project, then the bidder quoting the lowest total cost of the project shall be ranked L1 and such bidder shall be considered for award of the con tract.

j) If still multiple bidders are have quoted the same lowest total cost of the project then the bidder quoting the highest local content shall be ranked L1 and such bidder shall be considered for award of the contract.

k) Offer of the bidder will be rejected if the Quote indicates MDL cost share above 70% of the total project cost.

l) Reverse Auction (RA) will be conducted.

m) MDL reserves the right to conduct PNC post RA.

n) In case of variance in the value of "C” in GeM and the value of "C” in uploaded in .pdf file, the price quot ed in GeM shall be considered as final and shall be binding on the bidder

In case of any query request to contact Mr. Sumit Deore, CM(M-IT-PUR), Email ID : sadeore@mazdock.com, Mob :022 2376 3256

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अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.

6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Govt. of India Undertaking)

DOCKYARD ROAD, MUMBAI - 400 010

INDIGENISATION AND R&D DEPARTMENT

SCOPE OF WORK FOR INDIGENISATION OF DC CIRCUIT BREAKER FOR SUBMARINE.

DOCUMENT NO.: DR/IND/PIL5/Rev2

2	Revised Payment modalities (Cls 1.19), Evaluation bid ranking criteria (Cls 1.20) and other terms	27.07.2026
1	Revised PSBG terms in Cls 1.9 (ii)	10.07.2026
0		19.06.2026
Rev No.	**Description**	**Date**

27.07.26

Gaurav Sawant
CM (Indg)

गौरव सावंत
GAURAV SAWANT
मुख्य प्रबंधक (स्वदेशीकरण)
CHIEF MANAGER (INDIGENISATION)
मझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

M.C.Jayaprakash
GM (Indg and R&D)

एम. सी. जयप्रकाश
M. C. JAYAPRAKASH
महाप्रबंधक एवं विभागाध्यक्ष (स्वदेशीकरण एवं अनुसंधान और विकास)
GENERAL MANAGER & HOD (INDIGENISATION & R&D)
मझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

Vetted

प्रदीप कुमार मोडक
PRADEEP KUMAR MODAK
उप महाप्रबंधक (स्वदेशीकरण एवं अनुसंधान एवं विकास)
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MAZAGON DOCK SHIPBUILDERS LIMITED

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LIST OF ACRONYMS USED

SHORT FORM	ABBREVIATION
MDL	M/s. Mazagon Dock Shipbuilders Limited
GoI	Government of India
LRU	Line Replacement Unit
PDR	Preliminary Design Review
CDR	Critical Design Review
CFD	Computational Fluid Dynamics
QAP	Quality assurance procedures
ESS	Environmental Stress Screening
MTBF	Mean Time Between Failures
MTTR	Mean Time To Repair
PO	Purchase Order
OEM	Original Equipment Manufacturer
QA	Quality Assurance
IACS	International Association of Classification of society
TPI	Third party inspection agency
ITC	Input Tax Credit

GENERAL REQUIREMENTS

1.1. SCOPE OF ASSOCIATION

a. MDL is seeking response from Indian Vendor(s), willing for Indigenization and Business development through collaboration for indigenized product specified here in for usage on Submarines / warships along with MDL, under indigenization. The participating firm must possess necessary knowledge of the field of collaboration.

b. The technology if any possessed by participating firm must be non-infringing while delivering the desired performance and it must be clear from third-party IP Infringement claims. Under license from original equipment manufacturer (OEM)

c. The participating firm must show willingness on its letter head to achieve more than 50% local content in above mentioned projects in line with GoI policies amended from time to time.

d. The participating firm should be ready to invest proportionally for design and manufacturing of intended product. Firm should indicate the percentage of investment in a cover letter.

e. Willingness to invest under Make 1 Indigenization programme of MDL. i.e. Firm have to invest a minimum of 30% of the total development cost. Bidder to indicate MDL cost share

f. Investment & revenue sharing while commercializing the product will be mutually decided later but before placement of an order. Development Partner(s) are not permitted to go alone or with some other party for the commercialization of prototype developed under the Project.

1.2. ELIGIBILITY TO BID

a. Definition of Indian Vendor: An Indian Vendor by whatever nomenclature when referred to means- for defense products requiring industrial license, an Indian entity including incorporation/ ownership models as per the Companies Act, 2013 , Partnership Firm, Proprietorship and other types of ownership models including Societies as per relevant laws, complying with, besides other regulations in force, and the guidelines/licensing requirements stipulated by the Dept. of Promotion of Industry and Internal Trade (DPIIT) as applicable. For defense product not requiring industrial license, an Indian entity registered under the relevant Indian Laws complying with all regulations in force applicable to that industry will be classified as an Indian Vendor. In addition, such entity has to be owned and controlled by Resident Indian Citizen(s)

b. Ownership by Resident Indian Citizen(s): A company is considered as 'owned' by Resident Indian Citizens if more than fifty percent (50%) share of capital in it is directly or beneficially owned by Resident Indian Citizens and/or Indian Companies, which are ultimately owned and controlled by Resident Indian Citizens. This implies that the maximum permitted Foreign Direct Investment (FDI) shall be forty-nine percent (49%).

c. Control by Resident Indian Citizen(s) (As defined in the Companies Act, 2013): 'Control' shall include the Right to Appoint majority of the Directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements

d. The firm should have the exclusivity certificate for transfer of technology (TOT) from OEM for DC circuit breaker if has any collaboration with foreign OEM.

e. Pre-Qualification Criteria as mentioned in annexure II, to be complied by bidder.

1.3. OVERVIEW OF THE SCOPE OF WORK

(a)The tasks required for completion of the scope of work shall be carried out in three phases as follows:

Phase	Product Description
I	TOT/ In house Design and validation for DC circuit breaker as per TSP document no -IND/PIL5/DCCB/rev1 (Annexure-1)
II	Product Development.
III	Qualification testing of the DC circuit breaker (By Firm or TOT Principals) & final production

(b) The details of the deliverables, responsibilities, Submission medium, timelines and payment modalities to be carried out in the above three phases are as follows:

No.	DELIVERABLE DESCRIPTION	Responsibility		Submission Format and medium	Timeline (in months)	Payment Modalities
		FIRM	MDL			
TOT/ In house Design and validation for DC circuit breaker as per TSP document no -IND/PIL5/DCCB/rev1.						
D1	Design of DC circuit breaker: • Basic design • Bill of Material (BOM) • Product design	Execute	Review & comment	Hard Copies -2 Nos and Soft copy	T+02	10%
D2	Design Testing / Validation through calculation / simulation as per TOT/inhouse design: • Design Testing/ Validation by respective firm by calculation /	Execute	Review & comment	Hard Copies -2 Nos and Soft copy	T+04	10%

No	DELIVERABLE DESCRIPTION	Responsibility		Submission Format and medium	Timeline (in months)	Payment Modalities
		FIRM	MDL			
	simulation software/model testing.					
PHASE II Product Development						
D3	Product Development: • Development of product by firm at its own facility.	Execute	Review & comment	Hard Copies -2 Nos and Soft copy	T+09	20%
PHASE III Qualification testing of the DC circuit breaker (By Firm or TOT Principals) & final production						
D4	Qualification Test of product: • Testing of product as per Naval requirement through destructive/non-destructive test at designated labs by respective firm.	Execute	Assist	Hard Copies -2 Nos and Soft copy	T+10	10%
D5	Factory Acceptance Test: ▪ Factory Acceptance Test to be completed up to the satisfaction of trial team.	Execute	Assist	Hard Copies -2 Nos and Soft copy	T+11	20%
D6	Delivery of Product: • The final product along with documentation mentioned in clause 1.12, post satisfactory completion of FATs & the proven product condition to be handed over to MDL by respective firm	Execute	Product Acceptance	Product along with documentation mentioned in clause 1.12	T+12	20%
D7	IPR enabling Document: ▪ Firm has to provide IPR enabling document. ▪ Firm has to provide assistance during IP filing	Execute	-	Hard Copies -2 Nos and Soft copy	T+13	10%

* T = Date of placement of order

1.4 DOCUMENTS DELIVERABLE DURING BID STAGE

Firm shall provide the detailed Technical bid of the system comprising the following:

a) Point to point compliance matrix to all the requirements specified in the Scope of work inclusive of technical specification (TSP document no - IND/PIL5/DCCB/rev1) attached at Annexure-I & Pre-qualification criteria attached at Annexure-II and enclosures to be submitted.

b) Lead time for the development and supply of certified and production item with clear road map & Gantt chart in line with the timelines specified in the tender.

1.5. DOCUMENTS DELIVERABLE DURING DEVELOPMENT STAGE AND PRODUCTION STAGE

1.5.1. Development Stage:

Post placement of the PO, the supplier shall submit the following documents & drawings in the form of the draft binding data (1 set each) to MDL as per time line given in Table of clause 1.3(b).

a) Design document (Hardware & Software, as applicable) including PDR and CDR documents, analysis reports, to be provided during the development phase.

b) System drawings & documents like part / sub-assembly / main assembly / Drawing Applicability List / Master Drawing Index / Bill of Materials are to be provided.

c) Installation requirements, interface details, procedures and limitations, if any.

e) Functional Test Procedure.

f) Qualification test procedure and test schedule prior to commencement of Qualification testing.

g) Qualification test reports including visual checks, physical verification, functional and ESS test results, analysis / analogy / similarity reports.

h) Quality assurance procedures (QAP) and documents.

i) Acceptence Test Procedure for the production phase.

j) Reliability analysis report including MTBF & MTTR if applicable.

k) Design approval and manufacturing approval certificate of the firm, if available.

l) Any other specified documents as per the terms and conditions of the tender.

1.5.2. Production Stage:

Firm shall provide the following documents:

(a) Acceptance test report and certificates along with each production item.

(b) Qualification test Certificate shall be supplied along with the supply.

(c) Any other specified documents as per the terms and conditions of the tender.

1.6. REVIEW MEETINGS & HINDRANCE RECORD

MDL will closely monitor the progress and visit the production unit on need basis. Both MDL and Firm will review Progress time to time. Firm has to submit monthly progress report to MDL before meeting.

All hindrances with date of occurrences and removal shall be noted in the review meetings. There shall be minimum Two (02) meetings at every Phase (PDR & CDR), if required additional meeting will also be conducted.

1.7. DOCUMENTATION REQIURED AND CERTIFYING AUTHORITY FOR WCC

a) Work Completion Certificate (WCC) / Work done certificate (WDC) signed by MDL executive (rank of CM and above) Indicating applicable LD. (If LD applicable) (Work Completion Certificate / Work done certificate shall be issued post receipt (& acceptance) of the deliverables / Auditor Certificate / processing of IPR as per stage / milestone)

b) Firm to submit Statutory Auditor Certificate for expenditure incurred for the project along with the invoices / necessary documentation. (This document shall be furnished for issuance of WCC/WDC) for each milestone. Supplier to ensure the reasonability of expenditure with necessary documentary evidence of expenditure (tangible/ intangible) before submitting the same for MDL approval

c) Warranty Certificate on delivery of final prototype. Applicable for Stage D6 only.

d) Any other documents as deemed fit and/or defined as per TNC/CNC and PNC

1.8. INTELLECTUAL PROPERTY RIGHTS (IPR)

a) Post acquiring Transfer of technology / license to develop and manufacture the DC Circuit Breakers in India. the IP rights for the DC Circuit Breakers If applicable, shall be owned by MDL and the Development agency equally.

b) Any IPR generated during the execution of the project shall be registered in the joint name of parties i.e. MDL & the Development Agency (50:50) and the cost of the registration of the IPR shall be borne equally by both the parties. Both the parties shall ensure that the IPR granted is kept alive for its tenure by paying the requisite annual renewal fees. IPR filing charges as well as renewal charges shall not be included in the project cost by the bidder.

c) During the development of prototype, if any technology / product is developed, which MDL considers to be sensitive or classified and needs to be restricted for use in other purposes or for export, MDL through Indigenization Committee or any other expert or body may identify such technology/product. The provisions for IPR in respect of such technology/product will be separately negotiated in compliance with the laws and regulations on the subject.

d) Subject to the above, each of the co-owners will have independent rights to exploit the IP rights, to its own benefit. with the consent of co-owner on mutually agreed terms and conditions.

e) Right of First Refusal for the sale of IPR (Intellectual Property Rights) shall be with MDL

1.9. PERFORMANCE BANK GUARANTEE

A) Performance Security Bank Guarantee Cum Security Deposit :

i) Performance Security Bank Guarantee (PSBG) shall be in the name of MDL, Mumbai. It will be equivalent to 5% of the contract value. Firm to submit it within 15 days from date of GeM contract.

ii) The successful Bidder will submit BG of equivalent amount valid till the warranty of prototype plus two months.

a) Submission of PSBG through NEFT/RTGS/Internet banking: Successful Bidder can submit the SD/Performance Security with Payment online through NEFT/RTGS/Internet banking in Beneficiary name: Mazagon Dock Shipbuilders Limited Account No: 11079519138 IFSC Code: SBIN0006070, MICR code: 400002019 Bank Name: State Bank of India Branch address: Commercial Branch, N.G.N. Vaidya Marg, Opp. Horniman Circle, Fort,Mumbai-400023 Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Successful Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PSBG within 15 days from date of GeM contract.

b) Submission of PSBG in the form of NeSL based e-BG or SFMS BG:

(i) Indigenous bidders intending to Submit BG shall submit the BG as National e-Governance Service Ltd (NeSL) based e-BG or Structural Financial Messaging System (SFMS) BG.

(ii) If the bidder is unable to submits SFMS BG, the bidder shall mandatorily submit a letter from issuing bank that it is unable to issue NeSL based e-BG as on date. Such letter should accompany the SFMS BG.

(iii) While submitting the SFMS BG, IFSC: ICIC0000393, Beneficiary Account Name - Mazagon Dock Shipbuilders Limited, Bank Name - ICICI Bank, Field 7037 (Unique

Identifier Code) – MDSL5918882, Name Identifier – MDSL, Mazagon Dock Shipbuilders Limited, Mazagon Dock Limited & MDL shall be used.

(iv) Bidder shall get SFMS BG issued from SFMS enabled Nationalised Bank / Scheduled Commercial Bank. BG from Co-operative Bank / Rural Banks are not acceptable.

(v) Bank shall issue BG through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of the BG. Bidder shall submit the SFMS BG along with the SFMS delivery report / message copy which has been transmitted to MDL's Bank by BG issuing bank through SFMS system.

(vi) The SFMS BG will have to be given on non-judicial stamp paper / with franking receipt e-stamping as per Stamp duty applicable at the place from where the Bid is emanated. The non-judicial stamp paper / franking receipt e-stamping should be either in the name of the issuing bank or the Bidder.

(vii) The Original SFMS BG in physical form (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e. MDL Bank) should reach MDL on or before due date.

(viii) SFMS BG shall not be acceptable unless details of the same is transmitted to MDL's bank through SFMS platform. It is the bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV via SFMS as provided by RBI while capturing all requisite fields including Beneficiary Account Name - Mazagon Dock Shipbuilders Limited, Bank Name - ICICI Bank, Bank Account Number – 107151000007, IFSC Code - ICIC0000393, Field 7037 (Unique Identifier Code) – MDSL5918882, Name Identifier – MDSL, Mazagon Dock Shipbuilders Limited, Mazagon Dock Limited & MDL

(ix) In case of any error by Bidder / Contractor or BG issuing bank while capturing the requisite field details / format or non-receipt of confirmation BG through SFMS 760 COV message format, the bidder / contractor shall be responsible for non-acceptance of the SFMS BG.

(x) For any amendment of SFMS BG, message 767 COV through SFMS should be used. The amended SFMS BG along with the copy of the SFMS 767 COV message shall be submitted to the MDL.

(xi) The BG issuing bank and the vendor to mention the Tender Number / Purchase Order / Contract / Work Order reference along with the BG No for making any future queries to MDL.

- **Non submission of Performance Security:**

i) In case of failure to submit PSBG by the supplier within 15 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order. If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

ii) In cases where the supplier / contractor has not submitted the PSBG and already commenced supply / services, Performance security will be retained from the bills, if any. In such case, interest will be recovered for the period starting from 16th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest for that quarter. For Indian suppliers, it will be SBI BPLR plus 2%.

B) <u>Stage Payment Bank Guarantee : (Applicable if stage payments are opted)</u>

i) On successful completion of milestone against submission of 110% **Stage Payment Bank Guarantee** in line with **tender requirement** and requisite documents as per the terms & conditions defined in contract. This BG shall be valid till date of actual delivery of proven product at MDL plus two months.

1.10. PRODUCTION QUALITY TESTS

Design, Construction, Quality Control and Trials	1. IACS approved TPI 2. MDL and Naval authority (if present) and/or DGQA (if present) and/ or any other competent authority approved by MDL

Note - TPI shall be approved by IACS like IRS, LRS etc.

Apart from the Qualification tests, there is a need to specify Production Quality Tests. Details of the Tests and periodicity shall be mutually agreed between Firm, MDL and Classification Society during the production phase.

➢ <u>Quality Assurance</u>: Design and production of equipment should conform to the best worldwide engineering practices, for ensuring high quality, reliability, durability, ease of operation and maintenance for meeting the ship's requirements.

➢ Inspection Agency:

1. IACS approved TPI

2. MDL and Naval authority (if present) and/or DGQA (if present) and/ or any other competent authority approved by MDL

Note- TPI agency charges should be included in the total project cost.

The equipment's and items will be inspected / approved by the agencies as indicated below:

a) Inspection / acceptance of raw material / components /cables etc., by TPI and MDL along with naval authority (if present) and /or DGQA (if present) and/or competent authority approved by MDL as per QAP.

b) Bidder to submit Draft QAP (Quality Assurance Plan) in standard format within 15 days of placement of order. QAP will be reviewed by MDL and approved by TPI and/or DGQA (If present) within 45 days. Prior to starting work and all stages inspection shall be carried out as per approved Quality Plan / Applicable Standards

Note:

a) Relevant drawing, if any will be provided only after submission of NDA (Enclosure-3)

b) Inspection / acceptance of all items in OEM scope of supply will be done as per approved drawings / trial format / QAP /Applicable Standards by above mentioned inspection agency.

1.11. INSPECTION AND TESTING CHARGES

The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Vendor / Contractor. The Bidder / Vendor / Contractor shall accord all relevant facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing. The Bidder / Vendor / Contractor shall bear all the charges for the inspection and the testing carried out.

1.12. DELIVERY / CONSIGNEE

The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road mode as per the order to "GOOD RECEIVING SECTION" at Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai-400010 or MDL Anik Chembur Stores, Mahul Road, Near Vangsarkar Academy, Mumbai-400074. on working days (Monday to Friday) between 8.00 hrs to 15.30 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck

/ tempo reach our yard beyond above time, the same may be retained over night at your risk & cost

Being door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

The following documents are mandatory to be submitted along with the consignment:

i. Guarantee/Warranty Certificate on Supplier Letter Head (If applicable)

ii. Delivery challan

iii. Order copy and amendment copy if applicable (Photo Copy)

iv. Packing List, If applicable (Original)

Note: The successful bidder shall generate the E-way bill as mandated by GST requirement towards delivery of items at MDL.

1.13. RECEIPT INSPECTION BY MDL

MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified / replaced by the Contractor within shortest possible time.

1.14. FREIGHT AND INSURANCE

Bidders to quote the offers for 'Door Delivery to Purchaser,' and the transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor.

1.15. INSURANCE OF THE PROJECT DELIVERABLES (INCLUDING WORK IN PROGRESS (WIP), THE ASSOCIATED ASSETS, TOOLS & INFRASTRUCTURE)

The appropriate Insurance of the project deliverables (including WiP), the associated assets, tools & infrastructure, etc. till the item is received at MDL shall be availed and borne by the bidder. Losses / damages, if any, on account of non-availability of insurance coverage or rejection of the claims by the concerned insurance company for any reasons, whatsoever it may be, shall be made good by the bidder.

1.16. LIABILITY AGAINST ANY COLLATERAL DAMAGES / THIRD PARTY

The liability against any collateral damages / third party, to the extent permitted under the Indian Insurance Act, occurring during the course of trials should be covered through Insurance cover by the successful bidder. The cost of such insurance cover will be included in the Bid.

1.17. PRESERVATION AND MAINTENANCE

If any material require for preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed shall be provided by the Bidder/Supplier/Contractor.

Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity shall be provided by the Bidder / Supplier / Contractor

The Bidder / Supplier / Contractor shall indicate the indigenous oil; lubricants and preservatives, etc. that can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of Indigenous equivalents

1.18. NORMALISATION

No deviations shall be accepted. However, deviation if accepted the same shall be passed on to all the bidders. Thus, Normalisation shall not be applicable.

1.19. PAYMENT MODALITIES

1. The payment shall be made by MDL as follows: -

(a) Milestone based payment: - On successful completion of milestone against submission of 110% **Stage Payment Bank Guarantee** in line with **tender requirement** and requisite documents as per the terms & conditions defined in contract. This BG shall be valid till date of actual delivery of proven product at MDL plus two months.

OR

(b) 100% payment: - 100% payment against delivery of successfully developed item/equipment/system as per the terms & conditions defined in contract.

Note:

- The bidder may opt for any one of the payment modalities specified in the tender, based on their discretion and convenience.

- Evaluation of bids and determination of the L1 bidder shall be carried out strictly on the quoted price basis. irrespective of the payment modality selected by the bidder. No loading, adjustment. or normalization shall be applied on account of differences in payment modalities chosen by different bidders.
- Accordingly. bids opting for different payment modalities shall be considered at par for the purpose of price evaluation, and the lowest evaluated bidder (L1) shall be determined without any financial loading on this account.
- Bidder has to mention in their offer which payment modalities they have opted (1a or 1b).
- The selected option shall be firm and fixed during the contract period and cannot be changed.

2. The payments to be made against the following requisite documents:

a) - For option 1(a): Set of Original + 2 Copies of Signed Proforma invoice along with 110% BG for intermediary stage / milestone payment for Non-GST value and GST compliant invoice for final stage / milestone payment.
   - For option 1(b): Set of Original + 2 Copies of Signed Proforma invoice.

b) GST shall not be payable against stage / milestone payment. Complete contractual GST shall be paid along with the final stage payment.

c) Work Completion Certificate (WCC) / Work done certificate (WDC) signed by MDL executive (rank of CM and above) indicating LD (If LD applicable).

d) Payment will be done only after clearance of GRN for final delivery stage. (GRN will be cleared based on WCC/WDC). Milestone payment will be done based on WCC/WDC and statutory auditor certificate.

3. Miscellaneous Points of contract:

The following points to be kept in mind while entering/execution of the contract. This is the tentative list, however further points as deemed fit can be added/deleted in the contract as per project requirement by MDL

a) Firm to raise invoice for payment to be made by MDL. i.e. MDL share%.

1.20. EVALUATION BID RANKING CRITERIA

Upon receipt of responses against the bid, MDL will review the responses to ascertain suitability and shortlist participating firm based on prequalification (technical, commercial and financial) documents submitted by the firm & this will be binding on bidders.

Bidder has to clearly indicate the MDL cost share and bidders share in percentage.

a) Price quoted by the bidder shall be done in following manner:

A - Total project cost (Incl taxes)

B - MDL share in percentage

(To be quoted by the bidder less than or equal to 70%)

C = A x B% - Cost to MDL (Incl Taxes)

D = A - C - Cost to Bidder (Incl Taxes)

E – GST% to be indicated by the bidder

BIDDER SHALL QUOTE THE PRICE AS 'C' and GST % 'E' on GeM Portal

b) The price "C" (after set of ITC(Input Tax Credit)) shall define the status of L1 during ranking. Cost to bidder "D" shall not be indicated while quoting the price in the bid however, cost to bidder "D" shall be uploaded in a ".pdf" format under "Financial Documents Required" tab (Refer Enclosure-6 for format of "Financial Documents Required")

c) Total Project Cost (A)= Cost to MDL (C) + Cost to Bidder (D)

d) Bidder shall note that they have to mention the Cost to MDL (C) and GST % (E) on GeM Portal and Cost to Bidder (D) on separate document in .pdf format which shall be uploaded under "Financial Documents Required" tab

e) Bidders shall note that in case the Cost to Bidder (D) is not uploaded under 'Financial Documents Required' tab, their bid shall be considered as incomplete and ambiguous. Such bids shall be construed as the quoted price is 100% of MDL cost and shall be rejected by MDL. No further request / representation in this regard shall be entertained by MDL.

f) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

g) The tax percentage (GST & CESS as applicable) quoted by the bidder shall be considered for **ITC based ranking**. Ranking shall be done excluding taxes i.e., post consideration of ITC. While quoting bidder to verify and ensure that the GeM calculated post ITC price is same as per bidders calculated basic price of the cost to MDL.

h) The lowest quote will be calculated based on MDL cost towards the project (after set of ITC). The MDL cost towards the project arrives (after set of ITC) = (Total cost of the project (after set of ITC) x MDL percentage share of the project). The lowest quoted bidder as per above method shall be awarded the contract."

i) If multiple bidders quote the same MDL cost share towards the project, then the bidder quoting the lowest total cost of the project shall be ranked L1 and such bidder shall be considered for award of the contract.

j) If still multiple bidders are have quoted the same lowest total cost of the project then the bidder quoting the highest local content shall be ranked L1 and such bidder shall be considered for award of the contract.

k) Offer of the bidder will be rejected if the Quote indicates MDL cost share above 70% of the total project cost.

l) Reverse Auction (RA) will be conducted.

m) MDL reserves the right to conduct PNC post RA.

n) In case of variance in the value of "C" in GeM and the value of "C" in uploaded in .pdf file, the price quoted in GeM shall be considered as final and shall be binding on the bidder.

1.21. FIRM PRICES

a) The contract prices will be firm and fixed as per contract terms till execution of contract.

b) MDL's investment shall be on non-exceeding basis irrespective of project cost for development under Make-I category. However, in case of lower actual total project cost / expenditure than the quoted project cost, the MDL's share of investment (i.e MDL's cost share) shall be proportionately reduced.

1.22. MDL COST SHARE FOR PROTOTYPE DEVELOPMENT :

MDL will fund up to 70% of total project cost. Bidder to quote MDL share less than or equal to 70%. Bidder quoting more than 70% shall be disqualified.

1.23. TAXES AND DUTIES :

a) Custom duty will not be paid/ reimbursement.

b) Bidders shall quote the prices along with applicable Duties, Taxes and Levies and shall ensure compliance during the execution of the contract.

c) No increases in price on account of any statutory increase in or fresh imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy, leviable in respect of the Goods and incidental Works/ Services stipulated which takes place after the original delivery date or any extension thereof granted by MDL for which the delay is attributable to the bidder, shall be admissible.

d) Firm shall pass the ITC benefit to MDL

1.24. AMENDMENT OF BID DOCUMENTS

At any time prior to the deadline for submission of Bids, the MDL may for any reason, at his own initiative, modify the bid documents by amendment and same shall be uploaded on portal. The amendment shall be part of the bid document. All documents related to bid shall preferably be in English language.

1.25. WARRANTY

12 months from the date of acceptance of the product at MDL.

1.26. RESCINDMENT OF CONTRACT

If at any stage during the work, the Contractor(s) ceases work or refuses to fulfil his part of the contract, the MDL shall have power to rescind the contract, of which rescission notice in writing to Contractor(s) under the hand of the MDL shall be conclusive evidence of Contractor(s) default and the whole of the Performance Bank Guarantee paid by Contractor(s) shall stand forfeited and be absolutely at the disposal of MDL. The MDL, shall moreover, have the power to adopt any measure for completion of the work in any manner he may choose. In the event of such a course being adopted any expenses which may be incurred in excess of the sum which would have been paid to the Contractor(s), if the whole work had been executed by Contractor(s) (for the amount in such cases, the certificate in writing of the MDL shall be final and conclusive) shall be realized from the Contractor(s) from any money which may be due to him under this or any other contract or otherwise. In the case when the contract has been rescinded under the aforesaid provision, the Contractor(s) shall have no claim for compensation for any loss sustained by him for reasons of having purchased any material or having entered into any engagement or made any advance on account of the execution of the work. But on the other hand, the MDL shall be entitled to take possession of any or part of any material which has been brought by the Contractor(s) to the site of work and in which event the Contractor(s) shall be entitled to such payment therefore as may be considered reasonable by the MDL.

1.27. INSOLVENCY AND BREACH OF CONTRACT

MDL may at any time by notice in writing summarily terminate the contract without compensation to Contractor(s) in any of the following events-

If Contractor(s) being an individual or if a firm any partner in Contractor(s) shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or for Composition under any Insolvency Act for the same being in force or make any conveyance or assignment of his effects or enter into any arrangement with this creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

If the Contractor(s) being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a Receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitled the court or debenture-holders to appoint a Receiver or Manager; or If the Contractor(s) commits any breach of this Contract not being specifically herein provided for; provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to MDL and provided also that Contractor(s) shall be liable to pay MDL for any extra expenditure they are hereby put up.

1.28. FORCE MAJEURE CLAUSE

On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by MDL in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to foreclose the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing

1.29. FORECLOSURE CRITERIA

a) In case the Project does not proceed according to the pre-determined milestones or if there is undue time and cost overruns, or failure of the prototype(s) or on account of any other reasons, the project may be foreclosed and proposal for foreclosure will be approved by the competent authority of MDL.

b) In such cases, the total expenditure made by the Development Agency on the prototype till foreclosure would be assessed and if excess funds with reference to MDL's share have been paid to the Developmental Agency (DA), the same shall be recovered. If the expenditure is in excess of the amount paid, the balance shall be paid to the DA. The total amount paid to DA shall be written off with the approval of the Competent Authority.

1.30. TRIPARTITE/BIPARTITE AGREEMENT

Firm needs to express the willingness for entering into Tripartite/ bipartite agreement between its design agency, production agency (Indian firm) and MDL after placement of PO, for its further collaboration of commercialization of the Product. If firm is capable for designing in-house, the bipartite agreement will be applicable. Firm has to submit declaration / undertaking along with the bid on the firm's (including the partnering firm's) letterhead.

1.31. ACCESS TO BOOKS OF ACCOUNTS

If explicitly invoked in the contract, the MDL reserves the right for "Book Examination" as follows:

a) The DA (Development Agency) shall, whenever called upon and required to produce or cause to be produced, for examination by any MDL executive duly authorized or any Govt Officer in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The DA shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Authority executive in such manner as may be required. The decision of such Authority on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the DA's obligations under any other statute, rules or orders which shall be concurrently binding on the DA.

b) The DA shall, if the authorized Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the MDL executive / Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertaining the cost of performance of

Contract. The authorized MDL executive / Government Officer shall have power, mutatis mutandis, to examine all the relevant books of DA's subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities.

c) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, MDL shall have the right to reduce the price and determine the amount to a reasonable level.

d) In case it is found to the satisfaction of MDL that the DA has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the DA, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.

e) The DA or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the DA or its agencies calling for the production of documents under sub-clause (a) above. In the event of the DA's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the MDL, which would be final and binding on the DA and his agencies.

f) The DA shall maintain separate books of accounts with an independent bank account, for the project sanctioned under this Contract. MDL or its authorized representative(s) shall have unfettered rights to access these books of account of DA.

1.32. ROYALTY

Bidder has to submit their proposal for Royalty of IPR generated under this contract before placement of the order. Same will be reviewed by MDL.

1.33. COMMERCIALIZING POST SUCCESSFUL DEVELOPMENT

a) The commercial exploitation of the prototype developed as well as the capability acquired shall be done jointly by MDL and the successful bidder. MDL shall be the lead partner during the commercial exploitation phase. In no case the successful bidder shall be allowed to go alone for commercial production of the prototype or similar product based on the acquired capability unless otherwise as agreed between MDL and the successful bidder/Developing Agency.

b) The commercialization philosophy, work share, cost share & profit share shall be mutually agreed eventually after successful completion of the project and upon the receipt of RFP issued by the customer to MDL being the Lead Partner or RFP issued to the Developing Agency by MDL for MDL's own projects.

c) First Right of Refusal: If MDL due to technical reasons or otherwise participate in any bid by joining hands with alternate vendor, the Developing Agency will have the First Right of Refusal, which is to be mutually discussed and settled and suitably compensate the affected party, if required. However, in such cases the Developing Agency shall not participate either by themselves or through partners in any form in those bids where MDL is participating.

d) The restrictions/obligations contained in this clause shall continue to apply after the foreclosure or the completion of the Project or expiry of this Agreement without limit in time .

1.34. OWNERSHIP OF PROTOTYPES AND DELIVERABLES ASSETS, TOOLS & INFRASTRUCTURE

a) The ownership of all tangible assets (including tools, infrastructure, etc.) created as part of the development project , shall vest with MDL.

b) Prototypes: The ownership & possession of developed prototypes and deliverables shall vest with MDL.

1.35. DISPOSAL OF TANGIBLE ASSETS CREATED UNDER THIS CONTRACT

a) All tangible assets may be passed on to the DA at depreciated value as per the extant guidelines of MDL.

b) In case of foreclosed projects, the tangible assets thus created may be disposed of as per the extant government/MDL guidelines. Expenditure incurred on intangible assets as defined in the relevant Indian Accounting Standards will be written off with the approval of the Competent Authority.

1.36. NO CLAIM CERTIFICATE

After mutual reconciliations of outstanding payments and assets on either side, the DA shall submit a 'No-claim certificate' to MDL requesting the release of its contractual securities, if any. MDL shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the DA. The DA shall not be entitled to make any claim whatsoever against MDL under or arising out of this Contract, nor shall MDL entertain or consider any such claim, if made by the DA, after he shall have signed a "No Claim" Certificate in favour of MDL.

1.37. <u>SECURITY OF INFORMATION / NDA (Non-Disclosure Agreement) & tenure of NDA (Enclosure-3)</u>

The Bidder / Contractor shall hold confidential technical data and information supplied by MDL and shall not reproduce any such technical data or information or divulge the same to any third party without the prior written consent of MDL. All bidders to submit a NDA having a period of confidentiality in perpetuity along with the bid. All information & inputs provided by MDL shall be treated as confidential and shall not be shared with any agency without the prior approval of MDL

1.38. <u>INTEGRITY PACT (Enclosure-4)</u>

i. Bidder to submit Integrity Pact on Company Letterhead. The duly signed each page of Integrity Pact should be submitted along with your offer.
ii. Non acceptance of Integrity Pact along with offer has been included in Bid Rejection Criteria for the tender. If the scanned image of signed Integrity Pact is not uploaded in Part-I stage, bid shall be rejected.
iii. The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Security Bond in case of a decision by the Principal / Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

1.39. <u>DISCREPANCIES AND ADJUSTMENT OF ERRORS</u>

If there are varying or conflicting provision made in any one documents forming part of the contract, MDL shall be the deciding authority with regard to the intention of documents

1.40. <u>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:</u>

a) Applicable EMD is Rs. 3,00,000/-
b) Bidders seeking EMD exemption as per clause 4.xiii.m of GTC on GeM shall submit the valid supporting Document with the bid.
c) Bidders seeking EMD exemption as per clause 4.xiii.m.(viii) of GTC on GeM 4.0 shall submit valid registration certificate issued by Mazagon Dock Shipbuilders Limited (MDL) for the category of tendered item Group: E006010 – Power Panels and S026002 – Circuit Breakers / MCCB's / MCB's

d) EMD is also exempted for following categories of sellers:

i) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.

(ii) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

Note: -

- MSE vendors seeking EMD exemption shall submit the valid supporting document with the bid and declaration of Confirmation of manufacturer of the offered product / service provider of offered service as per format at Enclosure-7.

- MDL's Bank Account Details:

A/C Holder Name: - MAZAGON DOCK SHIPBUILDERS LIMITED

Bank & Branch: State Bank of India, Commercial Branch, Fort, Mumbai-400023

Type of Account: Current

Account No: 11079519138

IFSC Code: SBIN0006070

SWIFT Code: SBININBB101

Details of Remittance to MDL's BANK ACCOUNT

Date of Remittance	Name of Firm	Vendor Code	MDL tender/ PO. Ref No.	Nature of Remittance viz. EMD/SD etc.	Amount Remitted (`)

Signature of Vendor / Representative

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with the bid.

- Format for EMD(BG) is attached at Enclosure-B.

1.41. ASSIGNMENT & SUB CONTRACTING

a) The bidder shall not, save with the previous consent in writing from MDL, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

b) The bidder shall notify MDL in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations, based on which the contract was awarded to him.

c) If the bidder sublets or assigns this contract or any part thereof without such permission, MDL shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

d) In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

e) The Bidder shall indemnify and hold harmless MDL in respect of any and all costs, claims, losses, damages and expenses which may be incurred or suffered by MDL as a result of or arising out of prosecuting, defending, settling any action, suit of proceeding, whether formal or informal by bidder's subcontractor / assignee as a result of the permission granted for subcontracting / assignment by MDL to the bidder.

1.42. PACKING & TRANSPORTATION

All equipment shall be adequately packed and protected with supports to ensure adequate protection during all methods of transportation. Each unit within a package/container shall be clearly marked for identification. It is the Firm's responsibility to deliver the prototype and other related items to MDL in good working and physical condition. Insurance at Firm's works and during transit etc., is Firm's liability.

1.43. LIQUIDATED DAMAGES

Make-I projects being developmental and R&D in nature, stage wise LD shall not be applicable. The LD shall be applicable only on final delivery of the product.

In cases of delay is attributable to the Firm, beyond the agreed schedule, the Firm shall pay LD, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 05% of basic cost of the final product (excluding taxes and duties on final product).

1.44. FOREIGN EXCHANGE CONTENT

Payment will be made in Indian currency only and No FE shall be provided to the bidder.

1.45. REASONABILITY OF COST

a) A cost is reasonable if it would have been incurred by prudent entity in the conduct of competitive business. To be reasonable, the cost must be: (i) generally recognized as an ordinary or necessary cost of business; (ii) follow sound business practices; (iii) comply with Central, State, local laws; and (iv) be consistent with the Development Agency's (DA)-(The firm(s) who has been awarded the indigenization contract) established business practices. The determination of reasonableness of a particular cost shall depend on all relevant facts and circumstances conserving the costs.

b) MDL's Investment will be on non-exceeding basis irrespective of project cost for development under Make-I category. However, in case of low expenditure the MDL's share of investment will be proportionately reduced

c) For better controlling & monitoring of the Project cost, the Development Agency (DA) to submit the plan of work of development of equipment/item/system, etc broadly under following subheads / activities/ WBS.

i. Concept Design
ii. Prototype Development plan
iii. Detail Design & Engineering
iv Prototype Production
v. Testing
vi. Trials
vii. Qualification

c) The project Work Breakdown Structure (WBS) to be prepared by the DA with timelines, sequence, duration of activities. Each activity is to be assigned the associated resources. The budget can be allocated to activities by aggregating the costs of all resources.

d) Total of Expenditures at Para b (i), (ii) & (iii) above is to be limited up to maximum 20% of the total prototype cost.

1.46. JURISDICTION OF COURTS

This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of Republic of India, as may be in force from time to time. All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be Instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

1.47. LICENCES

The licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned without any time & cost Implications on the Purchaser

1.48. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

1.49. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

1.50. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

a) The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

b) The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

c) In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

1.51. DISPUTE RESOLUTION MECHANISM (DRM)

i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

1.52. ARBITRATION

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

1.53. PUBLIC GRIEVANCE REDRESSAL SYSTEM

Public grievance cell headed by Shri R. R. Kumar, ED (Production) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 4th Floor, D2 Bldg., East Yard Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal email grievance@mazdock.com and/or Telephone No. is 022-23763512.

1.54. SURVIVABILITY CLAUSE

The clauses "Commercializing Post Successful Development of Prototype" shall survive perpetually post completion of the contract

1.55. BID REJECTION CRITERIA

i. Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender.

ii. Bids received without documents supporting the EMD exemption in case of bidders who are exempted from payment of EMD

iii. If bidder quote indicates MDL cost share above 70% of the total project cost.

iv. If the bidder has not uploaded Cost to Bidder (D) under "Financial Documents Required" tab.

v. Bid received without Integrity Pact (IP) duly signed by bidder on each page along with part-I.

vi. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

vii. If the original of the uploaded copy of Integrity Pact not received by MDL.

viii. Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids

ix. Incomplete / misleading / ambiguous bids in the considered opinion of TNC / CNC.

x. Bids with technical requirements and / or terms not acceptable to MDL

xi. Bids received without pre-qualification documents where required as per the tender.

xii. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry

xiii. High seas sales/ sales in transit..

xiv. Unreasonably longer delivery period quoted by the firm.

xv Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.

xvi. the original of the uploaded copy of EMD (DD/BG) not received by MDL.

xvii. Bidders not agreeing to provide assistance wherever required for installation, STW (Setting to work), HATs (Harbour Acceptance Trails), SATs (Sea acceptance trail) and Training of equipment supplied by them.

xviii. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.

xix. Bidders not submitting the declaration certificate for Local Content & location of value addition.

xx. Bidders not indicating / not declaring / not specifying the local content percentage or / and location of local value addition in the declaration certificate.

xxi. Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender.

xxii. Non-submission of Compliance Certificate w.r.t Land Border Clause as per the enclosed format.

xxiii. Bidders not submitting declaration / undertaking of willingness for entering into Tripartite/ bipartite agreement along with the bid on the firm's (including the partnering firm's) letterhead.

Document No - IND/PIL5/DCCB/Rev-1 Annexure – I

Technical specification for Indigenisation of DC Circuit Breaker for Submarine.

1. SCOPE OF THE DOCUMENT

This document contains initial technical information about main characteristics of the Circuit Breakers inside the Main and Distribution Switchboards.

2. SYSTEM OVERVIEW:

The following functions are required for Circuit breaker includes Main and Distribution Switchboard Boards.

a. Supply, make and break the circuit from the electrical power sources like:
- Diesel Generator Sets
- Aft Battery (during discharge)
- Air Independent Propulsion
- Forward Battery (during discharge)

b. Supply, make and break the circuit to electrical power sinks like:
- Propulsion Motor
- Main Network consumers
- Sub Network Inverter and Converter
- Batteries (during charge)
- Main Network within the area in front of the pressure tight bulkhead

c. Disconnect defective parts of from network in case of short circuits or overload

d. Provide selectivity, e.g., time delay on certain circuit breaker

e. The Main and distribution Switchboards mainly consists of the following circuit breaker (double-pole):
- Coupling both partial Propulsion Networks
- Propulsion Motor Feedings
- Charging Generators
- Charging Connection
- Aft Battery

- Air Independent Propulsion (Fuel Cell)
- Main Network feeding
- Forward Battery
- Main Network feeding

3. TECHNICAL REQUIREMENT:

Switchboard type	Position of CB	Rated currents	Voltage range
Main switchboard	Charging connection	2kA (1 circuit breaker)	740 to 800V DC

4. DESIGN CONSTRAINTS:

a. Circuit Breaker Adjustable Short Circuit Current : The circuit breakers of the System shall have an adjustable short circuit current to achieve modularity in case of exchange.
b. Circuit Breaker Adjustable Time Delay: The circuit breakers inside the equipment shall have an adjustable time delay value for selectivity purposes. In case of a short circuit, the batteries have to be the last element to be disconnected and only if necessary for deleting the short circuit.
c. Circuit Breaker Remote Control: It shall be possible to connect / disconnect the main circuit breakers remotely via the Control System and / or hardwired connections.
d. Circuit Breaker Local Control: It shall be possible to connect/ disconnect the main circuit breakers locally by manual operation.
e. Circuit Breaker operating cycle: The main circuit breaker shall have a Mean Time Between Overhaul of at least 8000 operating cycles.
f. Interlocking: There shall be interlocking functionalities between the circuit breakers (if needed), in order to prevent critical switching states
g. Redundancies: The selection of the protective devices shall ensure a selective (current and time) protection and has to consider at least:
   - Needed breaking capacity

- Voltage range
- Time dependent triggering

h. Circuit breaker should be type tested as per latest revision of IEC61439-2,IEC-61641, IEC 60947-2, JSS-5555 and MIL-STD-461 also it should validate necessary functional and operational test as detailed by MDL.

i. Roll and Pitch:

- Roll: ±45° (up to 10 minutes)
- Pitch: ±30° (up to 10 minute)

j. Heel and trim:

- Heel: ±15°
- Heel (momentarily extreme values): ±60° (up to 1 minute)
- Trim ±10°
- Trim (momentarily extreme values): ±45° (up to 1 minute)

27/7/25

27.07.25

गौरव सावंत
GAURAV SAWANT
मुख्य प्रबंधक (स्वदेशीकरण)
CHIEF MANAGER (INDIGENISATION)
मझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

प्रदीप कुमार मोहक
PRADEEP KUMAR MOHAK
MAZAGON DOCK SHIPBUILDERS LIMITED

Annexure – II

Pre-qualification criteria for Indigenisation of DC Circuit Breaker.

The determination of eligibility will take into account the technical and experience capabilities and past performance of the participating firm along with financial status; it will be based upon an examination of documentary evidence of the participating firm qualifications submitted by the participating firm as well as such other information, as the MDL deems necessary and appropriate. The participating firm willing to associate with MDL should meet the following Pre-Qualification Criteria. The firm's response could be liable for rejection in case of not meeting the Technical, commercial and financial qualification criteria as enumerated in the succeeding paragraphs.

1. Technical:

a) The firm responding to tender should have

   i. Domain expertise and experience in design, manufacture & supply of AC or DC Circuit breaker of equivalent / higher capacity as indicated in the tender.

   ii. To submit documentary evidence (PO copies, WDCs/ Seller Tax invoice/ TPI release note /Appreciation letter etc.) in support of the Sr. No.a (i).

b) Firm to essentially submit the following:

   i. Technical response to technical requirement projected in this document and readiness to undertake the project. A brief to be submitted as to how the firm will be executing the project

   ii. Company Profile.

   iii List of infrastructure/equipment held by them along with details of their manufacturing facilities.

   iv. Details of personnel (Project Management Team) with designation, qualification and experience to determine their capabilities

   v. ISO 9001 :2015 or equivalent certificate

vi. Participating firm should submit the pointwise compliance to all points in SOW. Deviation if any may be indicated with justifiable reason. Acceptance of the same will be at the discretion of MDL. Preference will be given to the firm, who will be ready to invest higher percentage towards prototype development.

2. Commercial Qualification: -

Firms shall not be under a declaration of ineligibility issued by Govt. of India / State govt. / Public Sector Undertakings etc.

The firms shall submit the following as a part of commercial qualification.

a) Shop & Establishment registration certificate

b) Certificate of Incorporation.

c) Registration certificate from local bodies for conducting business.

d) MSME certificate if applicable

e) GST certificate

f) Copy of PAN Card

3. Financial Qualification: -

a) Firms / consortiums (put together) shall have average annual turnover of Rs. 45 Lakhs (min) during the last three financial years to participate in this tender.

b) The firms shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating the firms net worth & turnover during the past three years. Firm to submit Balance Sheet and Profit and Loss statement for last 3 years.

c) Bidder shall demonstrate access to unutilized line of credit / overdraft facility / cash credit facility from its consortium of banks. Alternatively, or complimentarily should demonstrate liquid asset in form of cash / marketable securities in its balance sheet

27.7.26

गौरव सावंत
GAURAV SAWANT
मुख्य प्रबंधक (स्वदेशीकरण)
CHIEF MANAGER (INDIGENISATION)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

27/7/26

[redacted]

Enclosure-1

PROFORMA BANK GUARANTEE FOR PERFORMANCE

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers .... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at ....(hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No...................... dated............. (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee. We, ... Bank having office at .... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on First demand an amount not exceeding Rs............ (Rupees................. .. .. only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, ... Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

3. We, ... Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee
being absolute and unconditional.

4. We, ... Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, ... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, ... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution..

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.. .. ..

ii) This Bank Guarantee shall be valid upto and including ....; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .... (validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this.............................. day of
....

For .... Bank

[by its constituted attorney]

[Signature of a person authorized

to sign on behalf of "the Bank"]

Enclosure-2

Declaration of Compliance of Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions. Definitions, Govt Directives applicable in respect of Public Procurement No.4) dtd 23 Feb2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM I, the undersigned. ………………………………………………………………………………………… (full names), do hereby declare, in my capacity as ………………………………………………………………………………… of M/s ……………………………………………………………………………(name of bidder entity). that: 1) The facts contained herein are within my own personal knowledge. 2) I have read the Order (Public Procurement No.4) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order. 3) I certify that M/s ……………………………………………………………………………(name of bidder entity) is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country / is from such a country or if having specified ToT from such country, has been registered with the Competent Authority (strike out whichever is not applicable). I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached] 4) I certify that M/s ……………………………………………………………………………(name of bidder entity) is not from such a country or, if from such a country, has been registered with the Competent Authority (strike out whichever is not applicable) and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.] 5) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s ……………………………………………………………………………(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 18 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

AUTHORISED SIGNATURE: ______________________ DATE: ____________

Seal / Stamp of Bidder

Enclosure-3

NON DISCLOSURE AGREEMENT
(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-)

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _______ day of ______ between **Mazagon Dock Shipbuilders Limited** a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400010 (hereinafter referred to as "MDL") and______________________________a company registered under the Companies Act, 1956 and having its registered office at ______________________ ____(hereinafter referred to as "______"). MDL and ______ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

WHEREAS

A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA **. The Parties are considering to enter into a ______________for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid Information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the ________________________ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, Information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.

(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof, or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure. The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
14. This Agreement shall be valid for a period of __________(______) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.
15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.
16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.
17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.
18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.
19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL	To __________
Address:	Address:
Phone No.:	Phone No.:
Fax No. :	Fax:
E-mail:	E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals

Signed by the within named
MDL ___ ______
____
____
In the presence of

Signed by the within named
____ ______
____
____
In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.500/-, If it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp

Act of respective States.

* - A: Pre-submission of Bid

**- AA: Post Entering of Contract

Enclosure-4

INTEGRITY PACT

Mazagon Dock Shipbuilders Limited (MDL) hereinafter referred to as **"The Principal/Buyer"**
And..hereinafter referred to as **"The Bidder/ Contractor"**

PREAMBLE

	The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for ....The Principal/Buyer values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s). In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

(1)	The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:	
	a)	No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
	b)	The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
	c)	The Principal/Buyer will exclude from the process all known prejudiced persons.
	d)	The Principal/Buyer undertakes to scrupulously follow the tender containing General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.
(2)	If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.	

Section 2 - Commitments of the Bidder(s)/Contractor(s):

(1)	The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.	
	a)	The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer

		promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
	b)	The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
	c)	The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
	d)	The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
	e)	The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
	f)	The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.
	g)	The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
(2)	The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.	
(3)	A person signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.	

Section 3 - Disqualification from tender process and exclusion from future contracts:

	If the Bidder(s)/Contractor(s) before contract award or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the 'Guidelines on Banning of business dealings' Copy of the "Guidelines on Banning of

	business dealings" is annexed and marked as Annexure-B.	
	1)	If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.
	2)	A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
	3)	The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
	4)	If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

(1)	Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –	
	a)	To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
	b)	The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
	c)	To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
	d)	To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could

		also be utilized to recover the aforesaid sum and interest
	e)	To en-cash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
	f)	To cancel all or any other contracts with the Bidder.
	g)	To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
	h)	To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
	i)	If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
		The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.
	j)	The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
	k)	In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.
(2)	The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.	

Section 5 - Previous Transgression:

(1)	The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any

	other public sector enterprise in India that could justify his exclusion from the tender process.
(2)	If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

Section 6 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

(1)	The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
2)	The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors. In Case of a Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of Sub contracting, the Principle contractor shall be solely responsible for the adherence to the provisions of IP by the subcontractor (s)
(3)	The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):

(1)	If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor of subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 8 - Independent External Monitor/Monitors:

(1)	The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
(2)	The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
(3)	The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
(4)	The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer

	to the Monitor the option to participate in such meetings.
(5)	As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
(6)	The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
(7)	Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
(8)	If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
(9)	The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

	This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded.
	If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

Section 10 - Other provisions:

(1)	This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai (For MDL). The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.
(2)	Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
(3)	If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4)	Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For & on behalf of
MAZAGON DOCKSHIPBUILDERS LIMITED
(Office Seal)
Place___________
Date____________

For & on behalf of
Bidder/Contractor
(Office Seal)

Witness 1:

(Name & Address)

____

Witness 2:

(Name & Address)

____

ANNEXURE-A TO INTEGRITY PACT

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0	There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.
1.1	An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.
	However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item
1.2	Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.
1.3	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1	Tenderers of Foreign nationality shall furnish the following details in their offer:	
	2.1.1	The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished
	2.1.2	The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
	2.1.3	Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:	
	2.1.1	The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
	2.2.2	The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
	2.2.3	Confirmation of the foreign principals of the Tenderer that the

		commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and DC Circuit Breakers in case of operation items.
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.	
2.4	Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.	

ANNEXURE-B TO INTEGRITY PACT

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

1. Introduction

1.1	Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.
1.2	Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1	MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
2.2	Similarly, in case of sale of material there is a clause to deal with the Agencies /

	customers / buyers, who indulge in lifting of material in unauthorized manner.
2.3	However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.
2.4	The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
2.5	These guidelines apply to all the Divisions/Yards of MDL.
2.6	It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
2.7	The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions in these Guidelines, unless the context otherwise requires:

i)	'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.	
ii)	'Inter-connected Agency' shall mean two or more companies having any of the following features:	
	a)	If one is a subsidiary of the other.
	b)	If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
	c)	If management is common;
	d)	If one owns or controls the other in any manner;
iii)	'Competent Authority' and 'Appellate Authority' shall mean the following:	
	a)	Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
	b)	CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
iv)	'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.	
v)	'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc.	

4. Initiation of Banning / Suspension

	Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action

5. Suspension of Business Dealings

5.1	If the conduct of any Agency dealing with MDL is under investigation by any department,

	the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
5.2	The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
5.3	As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
5.4	If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
5.5	If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
5.6	It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be Initiated

6.1	If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
6.2	If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
6.3	If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
6.4	If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
6.5	If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
6.6	If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions

	have been suspended for sufficient and justifiable reasons.
	If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
6.10	Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not,
6.11	Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
6.12	Established litigant nature of the Agency to derive undue benefit;
6.13	Continued poor performance of the Agency in several contracts;
6.14	If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1	Decision to ban business dealings with any Agency would apply throughout the Company.	
7.2	There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Dept. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:	
	i)	To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
	ii)	To recommend for issue of show-cause notice to the Agency by the concerned department.
	iii)	To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
	iv)	To submit final recommendation to the Competent Authority for banning or otherwise.
7.3	If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.	

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc

8.1	If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2	The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.	
8.3	Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.	
9.	**Show-cause Notice**	
9.1	In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.	
9.2	If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.	
9.3	The Competent Authority may consider and pass an appropriate speaking order:	
	a)	For exonerating the Agency if the charges are not established;
	b)	For removing the Agency from the list of approved Suppliers / Contactors, etc.
	c)	For banning the business dealing with the Agency.
9.4	If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.	
10.	**Appeal against the Decision of the Competent Authority**	
10.1	The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.	
10.2	Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.	
11.	**Review of the Decision by the Competent Authority**	
	Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation.	
12.	**Circulation of the names of Agencies with whom Business Dealings have been banned**	
12.1	Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.	
12.2	If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.	
12.3	If business dealings with any Agency have been banned by the Central or State Government	

	or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

Enclosure-5

FORM OF WARRANTY CERTIFICATE

In accordance with the Order No............ Dated .... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _______________(Name of firm)

Description of DC Circuit Breakers /Item(s) and Manufacturer's Serial Number (OR any other such ID No) as per packing list no....... dated ....enclosed herewith

Bill of Lading/Air Way Bill no /Delivery Challan No. & Date ....

Covered by _______________ (Name of firm) Invoice No & Date................... are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY

The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

<u>COMPANY'S NAME & ADDRESS:</u>

--	SIGNATURE-
	DATE:
--	NAME.
	DESIGNATION:
--	SUPPLIER'S COMPANY

SEAL:

Enclosure-6

FINANCIAL DOCUMENT REQUIRED
(To be uploaded on GeM)

Reference Document No -

We hereby confirm that we have quoted the Cost to MDL (C) and GST % (E) on GeM portal price bid. Value of "C" quoted by us is inclusive of all taxes and duties as applicable. Additional MANDATORY information, i.e. COST TO BIDDER as required vide Tender Scope of Supply Clause No. 1.18 is mentioned below-

A	Total Project Cost (Incl Taxes)	₹
B	MDL Share in %	
C	Cost to MDL (Incl Taxes) (A x B%) as quoted on GeM	₹
D	Cost to Bidder (Incl Taxes) (A - C)	₹
E	GST %	

Bidder's Signature & Stamp

Enclosure-7

CONFIRMATION OF BEING MANUFACTURER OF OFFERED PRODUCT / SERVICE PROVIDER OF OFFERED SERVICE

(Compliance to Serial no. xiii (m) (i) of Para 4 of General terms and Conditions on GeM)
(To be submitted by MSE bidders)

M/s.- ....

SR NO.	ITEM TITLE	ITEM DESCRIPTION	MANUFACTURER OF OFFERED PRODUCT/ SERVICE PROVIDER OF OFFERED SERVICE (YES/NO)
1			
2			

Note:

1. As per Serial no. xiii (m) (i) of Para 4 of General Terms and Conditions on GeM, EMD exemption is applicable for those offered items of which the MSE bidder is a manufacturer. For the remaining products/items, MSE bidder shall not be eligible for exemption of EMD.
2. Above confirmation shall be duly filled (Yes or No) for each item by the bidder and it shall be uploaded along with the Part 1 bid.

Signature & Stamp of the Authorized Person of bidder

Enclosure-8

PROFORMA BANK GUARANTEE FOR EMD

(On Non-Judicial stamp paper of value Rs. 500/-.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs--------------------------------(Rupees-----------------------------only) in the form of Bank Guarantee from Messers .... a partnership firm/sole proprietor business/a company registered under the Companies Act. 1956 having its office at ....(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no...............................dated............. (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, ... Bank having office at .... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs.................. (Rupees..........................only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, ... Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.

3. We, ... Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, ... Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said

tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear

to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us

5. We, ... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

6. We, ... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.

7. Notwithstanding anything contained herein above:
   i. Our liability under this guarantee shall not exceed Rs..........
   ii. This Bank Guarantee shall be valid upto and including ....: and
   iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .... (validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this........................... day of .. ..
For .... Bank
(by its constituted attorney
or the person authorized to sign)

(Signature of a person authorized
to sign on behalf of "the Bank")